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Honorable Samuel J. Steiner, Judge
Chapter 7
Hearing Location: Seattle Courtroom 8206
Hearing Date: April 30, 2010
Hearing Time: 9:30 a.m.
Response Date: April 23, 2010

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10 **UNITED STATES BANKRUPTCY COURT FOR THE
WESTERN DISTRICT OF WASHINGTON**

11 In re:

12 JACK CARLTON CRAMER, JR.,

13 Debtor.
14

CHAPTER 7 BANKRUPTCY

Case No. 09-15167-SJS

**DEBTOR'S RESPONSE TO
TRUSTEE'S MOTION TO
ABANDON CLAIM**

15 COMES NOW the Debtor, Jack C. Cramer, Jr., by and through his attorney Helmut Kah, and
16 hereby responds to the Chapter 7 Trustee's Motion to Abandon Claim.

17 The undersigned can find no record and has no recollection of the trustee requesting
18 documentation of the subject claim. To the best of my recollection, the claim was discussed and
19 described at the creditor meeting.

20 **SUMMARY OF CLAIM**

21 The claim arises from Countrywide Home Loan, Inc.'s, (Countrywide) breach of the settlement
22 agreement made between Countrywide and the debtor, Jack C. Cramer, Jr., on July 11, 2003, which was
23 filed on August 7, 2003, in the case of Countrywide Home Loan, Inc., v. Jack C. Cramer, Jr., et al.,
24 King County Superior Court case no. 02-02-23019-9. A true copy of the settlement agreement is

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1 attached hereto.

2
3 Pursuant to the settlement agreement, Countrywide was to clear all foreclosure reporting
4 including collections, late payments, and delinquencies reporting from Mr. Cramer's credit bureau files
5 from December 31, 2001 until the date of the settlement agreement, and Countrywide was not to alter
6 any credit reporting that pertains to collections or delinquencies prior to the original Notice of Default
7 dated December 31, 2001. Specifically, paragraph 2 of the settlement agreement provides that

8 *"Countrywide Home Loans, Inc. ("Countrywide") will clear all foreclosure*
9 *including collections, late payments, and delinquencies reporting on Jack Cramer's*
10 *("Cramer") credit report from December 31, 2001 until the date of this agreement.*
11 *Countrywide will not alter any credit reporting that pertains to collections or*
12 *delinquencies prior to the original Notice of Default dated December 31, 2001. * * **
13 *"*

14 The purpose of this provision was to make it possible for Mr. Cramer to refinance at a
15 substantially reduced rate of interest and monthly payment than was required under the then existing
16 note and deed of trust. However, Countrywide failed to clear the derogatory credit reporting as required
17 by the settlement agreement. As a result Mr. Cramer was unable to refinance, has been subjected to
18 multiple foreclosure proceedings, and has been forced to file more than one bankruptcy case since 2003
19 to protect his homestead.

20 The debtor's claims and defenses against note and deed of trust at issue in the currently pending
21 state court judicial foreclosure action are stated in his answer and affirmative defenses, a true copy of
22 which is attached hereto.

23 Recently, in this, the court entered an order regarding the motion for relief from stay filed by an
24 entity named Residential Funding Real Estate Holding, LLC, which asserted that it is the real party in
interest and holder of the note and deed of trust upon the debtor's homestead. The court may have

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1 noticed the plaintiff in the currently pending state court judicial foreclosure action is a different entity
2 named Residential Funding Company, LLC, than the entity that moved for relief from stay. Those
3 claiming today to be holders of a note and deed of trust that is enforceable by foreclosure against the
4 debtor's homestead cannot seem to take a consistent position and may well be asserting unfounded
5 claims, at best.
6

7 **CONCLUSION**

8 Debtor believes that his claim is viable and will prevail. The result may be a partial or complete
9 extinguishment of the lien against his homestead. The result may or may not yield funds for the
10 Chapter 7 estate if the claim is not abandoned. If the claim is abandoned the debtor will continue
11 defending and asserting his claims in the state court foreclosure proceeding.
12

13 DATED this 23rd day of April, 2010.
14

15 /s/ Helmut Kah

16 Helmut Kah, WSBA # 18541
17 Attorney for the Debtor
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